

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 04-211

The City of Lincoln, Nebraska intends to contract for and invites you to submit a sealed proposal for professional engineering services related to the project listed and described below:

DESIGN OF WEST ADAMS STREET AND NW 56TH

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, August 11, 2004** in the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska, 68508. **Proposals will be publicly opened, reading only the names of those submitting proposals, at the K Street Complex.**

A copy of the request for proposal may be obtained from the Purchasing Division web site at:
www.ci.lincoln.ne.us keyword search Bid

All communications relative to this work prior to the opening of the proposals shall be directed in writing to the Project Selection Committee Chair, Mr. Thomas Shafer, Engineering Services, fax 402-441-6576 or email at tshafer@lincoln.ne.gov and cc to Mary L. Matson, Purchasing Department, fax 402/441-6513 or email at mmatson@ci.lincoln.ne.us .

Submitter should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division prior to the time and date specified above.

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 04-211**

Design Services of West Adams and NW 56th

1. PURPOSE AND INTENT

- 1.1 The City intends to retain a professional engineering firm or firm(s) to provide normal and customary preliminary and final engineering design services to produce a set of construction documents for **West Adams and NW 56th** project.
- 1.2 It is the intent to select a firm based on qualifications, recommended project approach, and practical applications which best accomplishes the objectives of the project while incorporating innovative and cost effective methods.
- 1.3 The City will rely on the firm to remain on schedule for all services rendered so as to meet the construction bid and start as specified for this project.
- 1.4 The City reserves the right to contract for additional services on this project with another firm or utilize it's own forces.

2. PROJECT DESCRIPTION

- 2.1 The firm selected will develop this project from it's current lane configuration to the ultimate mainline lanes plus turn lanes paved cross section with emphasis on safety, capacity, and overall operations improvements.
- 2.2 The limits of the project are identified as; West Adams Street from NW 63rd Street to 1/4 mile east of NW 48th Street; NW 56th Street from Partridge to West Adams Street.
- 2.3 Reconstruction of existing W. Adams Street and NW 56th Street to two through lanes plus left and/or right turn lanes at intersections.
 - 2.3.1 This project will improve safety and capacity, and serve traffic generated by future development in west Lincoln.
 - 2.3.2 This project is locally funded.
 - 2.3.3 Project length 1.75 miles.

3. AVAILABLE INFORMATION

- 3.1 Any currently available landbase, public utility, contours and aerial photographic information in Microstation format.
- 3.2 Information is available for review at the offices of the City of Lincoln Engineers office located at 531 Westgate Blvd., Suite 100, Lincoln, Nebraska.

4. REQUIRED SERVICES

- 4.1 The consultant selected shall provide normal and customary professional services for this project to include but not limited to:
 - 4.1.1 Survey - Preliminary and ROW
 - 4.1.2 Geometry
 - 4.1.3 Utility plans
 - 4.1.4 Environmental/historical review
 - 4.1.5 Pedestrian/bicycle uses
 - 4.1.6 Aesthetics
 - 4.1.7 Construction Phasing
 - 4.1.8 Construction Estimates
 - 4.1.9 Emergency Services
 - 4.1.10 Still Photo/Video Log
 - 4.1.11 Traffic Signal Plans
 - 4.1.12 ROW/easements
 - 4.1.13 Text legal descriptions
 - 4.1.14 Marking/signing plans
 - 4.1.15 Traffic control plans
 - 4.1.16 Public Involvement
 - 4.1.17 Roadway Design
 - 4.1.18 StarTran
- 4.2 All the above shall be in conformance to/with City, State and Federal requirements.

- 4.3 Meetings will be held with the City Project Team at appropriate times to discuss progress and issues.
- 4.4 Prepare a preliminary design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
 - 4.4.1 Meet with City staff to review the memorandum for the project.
- 4.5 Submit plan and estimate review sets at preliminary plans (30%); Functional plans (60%); and Final PS & E (90%).
- 4.6 Complete final design drawings, technical specifications, special provisions, estimates and contract documents for bidding and construction of the project in accordance with design memorandums and using the City of Lincoln Standard Plans and Standard Specifications of Municipal construction.
 - 4.6.1 Elements shown on the plans will include: sections where necessary, plan and profiles, removals (including trees), storm water system details, quantities, and construction phasing.
 - 4.6.2 All elements should be clearly readable with no lines intermingled with text.
 - 4.6.3 Utilities and utility conflicts will be shown on the plan and profile sheets.
 - 4.6.4 Show on the plans all easements and ROW acquisitions.
- 4.7 Prepare all applications for required Federal, State, or local permits for construction including flood plain permits, 404 permits, storm water permits, NDEQ construction permits, etc., as necessary and insure all data is sufficient for receiving such permits.
- 4.8 Submit completed design documents to local regulatory agencies as required and assist City in obtaining approval for improvements from such agencies.
- 4.9 Assist City in obtaining bids for construction, including: coordinating and attending pre-bid meetings, when required; answering all technical questions from prospective bidders; preparing bid addenda as required.
- 4.10 Submit printed copies and computerized file copy of final design and construction contract documents and meet with City project team to present and review final design documents.

5. **DELIVERABLES**

- 5.1 Any and all final design plans, technical specifications, special provisions, estimates and contract documents necessary for the bidding and construction of the above mentioned project.
- 5.2 The final submitted plans will be signed drawings on Mylar, sized as directed by the City Engineer. CD_ROM CAD files of the final design plans will be submitted which are compatible and suitable for transfer to the City's Comprehensive Engineering Information System (CEIS) currently using Microstation, Geopak, and GIS mapping system.
- 5.3 Any technical specifications, special provisions, estimates and contract documents shall be submitted in WordPerfect V9 format, both hard copy and electronically.
- 5.4 The final estimates will be delivered in APPIA with bid items and their corresponding costs. A duplicate APPIA file with items and no dollar values will also be submitted.

6. **TENTATIVE PROJECT SCHEDULE**

- 6.1 Review & Open RFP's Wednesday, August 11, 2004
- 6.2 Review of RFP (Short List): Tuesday, August 17, 2004
- 6.3 Notification for Interviews: Wednesday, August 18, 2004
- 6.4 Interviews : Friday, August 27, 2004
- 6.5 Negotiate Scope of Work : Wednesday, September 1, 2004
- 6.6 Final Meeting: Thursday, September 16, 2004
- 6.7 Contract Signed by Firm: Friday, September 24, 2004
- 6.8 Notice to Proceed : Thursday, October 28, 2004
- 6.9 Right of Way Documentation: October 2005
- 6.10 Final Design Completion: September 2006.
- 6.11 Consultant shall propose intermediate milestone dates to meet Right of Way and Final Design Deadlines.

7. **ADDITIONAL CONSTRUCTION PHASE AND OTHER SERVICES**

- 7.1 Based on the firm's performance and at the sole option of the City, additional services during the construction phase, such as construction inspection/resident engineering services, shall be reviewed and negotiated at a later time, as necessary.
- 7.2 Other services as requested by the City shall also be reviewed and negotiated at a later time, as necessary.
- 7.3 The City reserves the right to contract for additional construction phase services on this project with another firm or utilize it's own forces.

8. **CITY'S RESPONSIBILITIES**

- 8.1 Designate project representative and City project team to coordinate work activities of City project team, Consultant, and other affected parties.
- 8.2 Make all policy and budgetary decisions so as to allow timely completion of the work.
- 8.3 Supply pertinent existing drawings, records, and available information.
- 8.4 Assist in coordinating, arranging, and conducting meetings with representatives of affected agencies as required for completing the work.
- 8.5 Conduct related advertising, bidding process, and award of Contract(s) for construction.

9. **SPECIFIC PROJECT INTENT'S AND SERVICES REQUIREMENTS**

- 9.1 The resultant design for the project shall be in conformance with design standards and regulations imposed by federal, state and local agencies such as the Nebraska Department of Environmental Quality (NDEQ), Nebraska Department of Roads (NDOR) and the City of Lincoln
- 9.2 Phasing of construction will be needed to provide continuous movement of traffic as well as meet budgetary considerations.
- 9.3 Phasing plans and resultant implementation schedules for completing the work by the required dates and in a timely manner to allow for proper reviews by various agencies and developing of final funding adjustments and requirements for this projects.

10. **PROPOSAL CONTENTS**

- 10.1 Describe and outline the **Firm's Approach** to performing the work required by this project.
 - 10.1.1 Include implementation plan describing project phases, key work elements to meet critical project dates, and a recommended schedule of meetings to provide for timely input by City project team.
- 10.2 Outline of the **Proposed Project Schedule** to meet the project schedule listed in this RFP shall be included.
 - 10.2.1 Provisions for meaningful input from City project team during the initial project review are essential and shall be addressed.
- 10.3 Delineate the **Project Team and Organization**.
 - 10.3.1 Include names of key individuals to be assigned to, and work directly on, the project.
 - 10.3.2 Describe specific areas and limits of responsibilities for each of the team members and proposed sub-consultants to be utilized.
 - 10.3.3 Include a project team organizational chart showing lines of responsibility and extent of involvement for sub-consultants.
 - 10.3.4 Include resumes for project team members, key individuals, and sub-consultants.
- 10.4 Describe the **Ability of the Firm to Meet the Intent of Required Services** outlined in this RFP, including:
 - 10.4.1 Time availability of team members to meet the tentative project schedule.
 - 10.4.2 Quality Assurance and Quality Control (QA/QC) review procedures to be utilized on this project.
 - 10.4.3 Cost estimating and cost control procedures used by firm on similar projects.

- 10.4.4 A statement of general qualifications and background experience of the firm and project team members, including sub-consultants in this type of project and work.
- 10.4.5 Listing of types of anticipated assistance that may be required from the City project team or other City agencies.
- 10.4.6 List four contacts of former clients (to include contact person, title, and telephone number) for which your firm was engaged within the past five (5) years to perform projects of similar size, capacity and dollar amount.
- 10.5 Provide a description of your Public involvement process.

11. PROPOSAL FORMAT

- 11.1 Proposals shall be plain white paper, black ink, 8 single sided pages, 8 ½ x 11 paper, stapled in the upper left corner.
 - 11.1.1 The 8-page count does not include cover letter and resumes.
- 11.2 The following is a list of attachments which are not part of the eight (8) page limit.
 - 11.2.1 A summary description of the firm's history, structure, size and philosophy.
 - 11.2.2 A summary resume/dossier of the key staff to be assigned to the project.
 - 11.2.3 A list of similar projects the firm has completed and the names, telephone numbers of the contract administrator/s.

12. PROPOSAL EVALUATION CRITERIA

- 12.1 Understanding of the requirements of this project.
- 12.2 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 12.3 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.4 Background experience of the firm and the project team as it directly relates to this project.
- 12.5 Record of past performance on similar projects.
- 12.6 Comments and opinions provided by references.
- 12.7 Quality and cost control procedures to be used on this project.
 - 12.7.1 Identify personnel responsible for these controls.
- 12.8 Resources of the firm to conduct and complete this project in a satisfactory manner.
 - 12.8.1 Factors to be considered include: current work load (including current work with the City), proposed schedule for completion, and ability and willingness to commit the key personnel.
- 12.9 Clarity, conciseness, and organization of proposal.
- 12.10 NOTE: Proposals will be reviewed, evaluated and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

13. SUBMITTAL PROCEDURES

- 13.1 Submit six (6) copies of your proposal to the office of the Purchasing Agent, located at Suite 200, K Street Complex, 440 South 8 Street, Lincoln, Nebraska, 68508 **no later than the date stated in the Notice for Request for Proposals.**

14. CONTACTS

- 14.1 Contact regarding the development of a proposal shall be made in writing only, with the Project Selection Committee Chair, Mr. Thomas Shafer, Design/Construction Manager, City of Lincoln, 531 Westgate Blvd., Suite 100, Lincoln, Nebraska 68528, fax 402-441-6576 or email at tshafer@lincoln.ne.gov cc: Mary Matson, Purchasing, 440 So. 8th St., Lincoln, NE 68508, fax 402/441-6513 or email at mmatson@ci.lincoln.ne.us .
- 14.2 Any follow-up conversations with City staff will be directed by the Selection Committee Chair.
- 14.3 Any addenda answering questions or providing clarifications will be sent out by the Purchasing Department and be available on the City of Lincoln's website at www.ci.lincoln.ne.us keyword search: Bid
- 14.4 Verbal responses and/or representations shall not be binding to the City.

15. **ESTIMATED FEES**

- 15.1 The City will rank the proposals based on the criteria outlined in the RFP and determine a short list.
- 15.2 The firms selected for oral presentations will be notified and will be asked to prepare a fee schedule and submit in a sealed envelope at the time of interview.
- 15.3 The fee schedule may be used in case of a tie in the ranking of the top firm after the oral presentations.
- 15.4 If the city is unable to arrive at a mutual agreement with the top ranked firm, the city retains the sole right to move on to negotiations with the second (then, third, etc.) ranked firm.

16. **INSURANCE**

- 16.1 The successful firm shall obtain all insurance required and approved by the City Attorney for the City of Lincoln. Standard Certificate of Insurance requirements can be found on the City website at http://interlinc.ci.lincoln.ne.us/city/finance/urch/ci_insur.htm
- 16.2 All certificates of insurance shall be filed with the City of Lincoln on the standard **Accord Certificate Of Insurance** form showing the specific limits of insurance coverage required in Sections A,B,C,D, and showing the City of Lincoln as named additional insured.
 - 15.2.1 Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.